

REMARKS

Reconsideration and allowance of this application are respectfully requested. Claims 1-37 are cancelled. Claims 38-52 remain in this application and, as amended herein, are submitted for the Examiner's reconsideration.

In the Office Action, claims 43-47 were rejected under 35 U.S.C. § 101 and under 35 U.S.C. § 112, second paragraph, as being "hybrid claims".

Claims 43-47 have been amended to more clearly show that the claims cover statutory subject matter. Support for these changes is found at, e.g., Figs. 3, 14-15, and 18-19; page 15 line 17 to page 16 line 11, page 39 lines 20-23, page 42 line 9 to page 45 line 16, and page 51 line 23 to page 56 line 10 of the specification; and paragraphs [0061], [0125], [0137]-[0146], and [0166]-[0177] of the published application. Applicant notes that though these sections include operations carried out by various "function blocks" of an administration center, a person of ordinary skill in the relevant art would clearly understand that the above-cited sections support the means-plus-function features of claims 43-47. As Applicant respectfully reminds the Examiner that, M.P.E.P. § 2163.02 set forth "[t]he subject matter of the claim need not be described literally (i.e., using the same terms or *in haec verba*) in order for the disclosure to satisfy the description requirement." (Emphasis added.)

Therefore, Applicant submits that claims 43-47 are in full compliance with the requirements of 35 U.S.C. §§ 101 and 112, second paragraph.

Claims 38-42 were rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement.

The Examiner contends that "no support exists in Applicants original specification for an encoded message

indicative of both: reception of the 'content key' and the 'use condition'." However, the specification recites:

Then, the administration center 211 waits for receiving the encoded message generated in the player 1 and sent through the user terminal 50 as in step ST79 of FIG. 16 and step ST90 of FIG. 17. When the communication function block 133 receives the encoded message generated by the player 1 in step ST95, the administration center 211 decodes the encoded message by use of the common key. Based on this decoded message, the administration center 211 confirms that the player 1 has obtained the content key and the use condition in step ST96.

(Emphasis added; see pg.54 l.21 - pg.55 l.6 of the specification, ¶ [0173] of the published application.)

Applicant therefore submits that claims 38-42 are in full compliance with the requirements of 35 U.S.C. § 112, first paragraph.

Turning now to the art rejections, claims 38-52 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Ginter (U.S. Patent No. 5,892,900) in view of Stefik (U.S. Patent No. 5,629,980) in view of Petrie (U.S. Patent No. 5,509,071). Applicants submit that the claims are patentably distinguishable over the relied on sections of the references.

As an example, claim 38 recites:

in response thereto, transmitting the content key and the use condition through the user terminal to the player,

receiving, from the player through the user terminal, an encoded message confirming that the player has received the content key and the use condition, and

decoding the encoded message to confirm that the player has received the content key and the use condition.

(Emphasis added.) Neither the relied on sections of Ginter, the relied on sections of Stefik, nor the relied on sections of Petrie disclose or suggest receiving, from a player through a

user terminal, an encoded message confirming that the player has received a content key and a use condition. Moreover, neither the relied on sections of the relied on sections of Ginter, the relied on sections of Stefik, nor the relied on sections of Petrie disclose or suggest decoding an encoded message to confirm that a player has received a content key and a use condition.

The Examiner acknowledges that "[t]he combination Ginter/Stefik failed to expressly disclose receiving ..., and decoding ..." but contends that Petrie discloses such features and relies on column 3 lines 1-29 of Petrie. The relied on section, however, actually describes that (i) a vendor transmits a single encrypted message to a purchaser, (ii) the purchaser decrypts the received single encrypted message to recover an encrypted artifact and an encrypted acknowledgment and returns the encrypted acknowledgment to the vendor, (iii) the vendor decrypts the encrypted acknowledgment to verify that the purchaser has received the encrypted artifact, and (iv) once the vendor is satisfied that receipt of the encrypted artifact has been established, the vendor then sends a private key to the purchaser to enable the purchaser to decrypt and use the requested artifact. (See col.3 11.14-29.) That is, the purchaser receives an encrypted artifact from the vendor but does not receive a key from the vendor at that time, then sends an encrypted acknowledgment that it has received an encrypted artifact but does not acknowledge receiving a key from the vendor, and thereafter receives the key to decrypt the encrypted artifact only after the vendor has received and decrypts the encrypted acknowledgment and is satisfied that receipt of the encrypted artifact has been established. Such section of Petrie is not at all concerned with whether the purchaser subsequently sends an encrypted acknowledgment confirming that the purchaser has received a key to decrypt the encrypted artifact. Hence,

the relied on section of Petrie does not disclose or suggest receiving an encoded message confirming that a player has received a key to decrypt encrypted content, i.e., a content key.

It follows, for at least these reasons, that neither the relied on sections of Ginter, the relied on sections of Stefik, nor the relied on sections of Petrie, whether taken alone or in combination, disclose or suggest the method set out in claim 38. Claim 38 is therefore patentably distinct and unobvious over the relied on references.

Independent claims 43 and 48 each recite features similar to those set out in the above excerpts of claim 38. Claims 43 and 48 are therefore each patentably distinct and unobvious over the relied on sections of Ginter, Stefik, and Petrie for at least the same reasons.

Claims 39-42 depend from claim 38, claims 44-47 depend from claim 43, and claims 49-52 depend from claim 48. Therefore, each of these claims is distinguishable over the relied on art for at least the same reasons as the claim from which it depends.

Accordingly, Applicant respectfully requests the withdrawal of the rejections under 35 U.S.C. §§ 101, 103(a), 112, first paragraph, and 112, second paragraph.

In view of the above, each of the presently pending claims in this application is believed to be in immediate condition for allowance. Accordingly, the Examiner is respectfully requested to withdraw the outstanding rejection of the claims and to pass this application to issue. If, however, for any reason the Examiner does not believe that such action can be taken at this time, it is respectfully requested that the Examiner telephone applicant's attorney at (908) 654-5000 in order to overcome any additional objections which the Examiner might have.

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If there are any additional charges in connection with this requested amendment, the Examiner is authorized to charge Deposit Account No. 12-1095 therefor.

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Respectfully submitted,

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